

Torxtuning Terms and conditions

OUR SERVICES & PRODUCTS ARE DESIGNED FOR OFF-ROAD USE ONLY. ANY PERSON OR COMPANY WHO INTENDS TO USE OUR SERVICES/PRODUCTS FOR ANY OTHER PURPOSE IS ACTING ON THEIR OWN ACCORD

- 1.1 Payment for all services will be agreed up front between Torxtuning and the customer. Payment must be received from the customer following completion of the work and on (or before) collection of the vehicle. If a deposit or payment in advance is required for more complex services or parts, a price will be agreed and payment taken before any work commences.
- 1.2 Customers **must** inform Torxtuning if their ECU (Engine Control Unit) has already been remapped, altered, removed or replaced elsewhere. This information must be supplied before work commences and ideally before a booking is confirmed. Torxtuning will not be liable for any issues with a vehicle or ECU where this information has not been supplied in advance. Any applicable warranties will also be invalidated.
- 1.3 Customers **must** inform Torxtuning if a tuning box has been fitted to their vehicle. This information must be supplied before work commences and ideally before a booking is confirmed. Torxtuning reserves the right to refuse to continue further work if an add-on tuning box is found and the customer will be charged for any work already completed. Torxtuning will not be liable for any issues with a vehicle or ECU where this information has not been supplied in advance. Any applicable warranties will also be invalidated.
- 1.4 Customers **must** inform Torxtuning if an after-market alarm or immobiliser has been fitted to their vehicle. This information must be supplied before work commences and ideally before a booking is confirmed. Torxtuning reserves the right to refuse to continue further work if an after-market alarm / immobiliser is found once work has commenced. In such cases the customer will be charged for any work already completed. After-market alarms / immobilisers can interfere with the ECU and cause problems with the vehicle. Torxtuning will not be liable for any issues with a vehicle or ECU caused by an after-market alarm. Any applicable warranties will also be invalidated if Torxtuning has not been informed in advance that an after-market alarm has been fitted to the vehicle.
- 1.5 Customers **must** inform Torxtuning of any known mechanical issues with their vehicle and any repairs or modifications completed. This information must be supplied before work commences and ideally before a booking is confirmed. Torxtuning will not be liable for any issues with a vehicle or ECU where there is an existing mechanical problem with the vehicle, or where information about vehicle repairs and modifications has not been supplied in advance.
- 1.6 The customer is responsible for arranging and meeting the cost of vehicle recovery (if necessary) where information about after-market alarms / fittings, add-on tuning boxes, existing mechanical or ECU faults, modifications, or previous tuning by third parties has not been supplied to Torxtuning by the customer before work commences.
- 1.7 Following the initial provision of services, Torxtuning may undertake further work at the request of a customer if faults are suspected or discovered. Work to investigate, identify, or resolve suspected or actual vehicle faults will be chargeable at the standard rate. A vehicle must be mechanically sound and in a good working condition before remapping it. Once a

new map is put on a vehicle, more may be asked of the vehicle when driving it. Any existing mechanical (or other) issues may be exacerbated. Torxtuning is not responsible for any existing or underlying faults with a vehicle; such as turbo failures, engine failures, Clutch slipping, therefore, additional work to assist a customer will be chargeable.

- 1.8 Refunds will not be issued for remaps or other tuning work where vehicle performance or running capability is compromised by existing or underlying mechanical or ECU faults, or the presence of after-market alarms / other after-market fittings.
- 1.9 Refunds will not be issued for remaps or other tuning work where a vehicle has not achieved the performance improvement outcomes quoted because their pre-remap performance outputs are below the manufacturer (or stock) standard.
- 1.10 Refunds will not be issued for remaps or other tuning work where a vehicle has not achieved the performance improvement outcomes quoted due to existing or underlying mechanical or ECU faults.
- 1.11 After remapping a vehicle it is important that good quality fuels are used as standard fuel may not provide maximum power gains. Refunds will not be issued for remaps or other tuning work where a vehicle has not achieved the performance improvement outcomes quoted because of the use of poorer quality fuels. Torxtuning reserves the right to take a sample from the fuel tank of a customer's vehicle in the process of investigating any suspected performance issues reported by the customer.
- 1.12 An estimate of how long the work requested will take can be provided when booking Torxtuning services. However, there may be occasions where more time is needed to complete the work fully and in line with Torxtuning's high standards. Torxtuning will keep the customer informed of any significant delays.
- 1.13 It is down to you the customer or owner of the vehicle to assess and make the decision that the vehicle can handle increased power as only you would know how the vehicle has been driven, maintained and serviced. In the extremely unlikely event of any mechanical or electrical failures after a remap is carried out we will not be linked to and is not the responsibility of Torxtuning.**
- 1.14 Remapping can sometimes emphasise an issue that is already present in a vehicle's engine. For example, whilst a vehicle may not have any known problems showing on a diagnostic check or the dashboard, it may, say, have a turbo approaching the end of its life. This will not be evident to us whatsoever. There will be no refunds for any such problems after a remap.
- 1.15 In the rare event of unanticipated complications, customers may not be able to drive their car away on the same day. Refunds will not be given on this basis. Complications are usually a result of a faulty ECU or existing mechanical problems with the vehicle.

- 1.16 Torxtuning will **NOT** cover the cost of repairing (or if necessary replacing) an ECU in the rare event that an ECU is damaged as a result of work undertaken by Torxtuning. The customer is liable for any recovery/repair costs from our workshop. Payment for the original work requested and completed will still be due from the customer at the agreed price.
- 1.17 Should a customer discover a suspected fault with the work completed by Torxtuning, the customer should contact Torxtuning at their earliest convenience and within 48 hours of vehicle collection. Torxtuning will discuss the issue with the customer and arrange an appointment to investigate the fault if necessary (there may be additional costs).
- 1.18 Torxtuning is not responsible for correcting suspected faults where the customer or a third party has worked on or interfered with the vehicle or the vehicle's ECU since collecting the vehicle from Torxtuning. Any applicable warranties will also be invalidated.
- 1.19 Software faults and issues with the map / directly caused by the map are very rare. Where they do occur and are genuinely caused by a remap, a customer will notice immediately when driving the vehicle. In these instances, the customer should contact Torxtuning and return to the Torxtuning within 5 days of the date the remap or service was completed. **Refunds will not be issued after 5 days of the original remap or service.**
- 1.20 DPF (Diesel Particulate Filter) removal and delete services are completed at the independent request of the customer. The customer is fully responsible for their decision to have the DPF removed and deleted on their vehicle(s).
- 1.21 **Our DPF Removal service is sold for off-road use only.** Removal of a DPF will almost invariably make your vehicle illegal for use on a public road. This is not legal advice and if you are unsure if this applies to your vehicle, please seek further advice.

Our Adblue Removal service is sold for off-road use only. Removal of Adblue system will almost invariably make your vehicle illegal for use on a public road. This is not legal advice and if you are unsure if this applies to your vehicle, please seek further advice.

- 1.22 Quotes provided may be based on the ability to read and write to an ECU through an ODB (On-Board Diagnostic) port. Reading and writing through the port may not be possible if there is an unanticipated problem with the port itself. In these cases, the ECU will have to be removed from the vehicle and the work performed on a bench. This will incur an increased cost and take longer to complete. An Torxtuning representative will inform the customer of the situation and the revised price before going ahead with any further work.
- 1.23 Some vehicles have security bolts on the ECU casing / housing. The heads of such bolts will be cut to enable the removal of an ECU. The original bolts will be replaced once the work has been completed and the cuts to the head of the bolts will remain. This is standard practice for tuning services where an ECU is removed for the completion of the services requested.
- 1.24 An ECU can be returned to stock following a remap by Torxtuning at the request of the customer. There will be a minimum charge of £125 + VAT for this service and it will be treated as a normal

booking. The full price of the original remap may be charged where there is a significant work involved.

- 1.25 Torxtuning is not responsible for reinstalling a map where a customer's ECU has been reset by a vehicle dealership or any other third party. If The Ecu has had a software update then a whole new remap will be required at the request of the customer and the full price of the original remap may be charged.

Points for Consideration

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- 2.1 **We advise against booking your vehicle in for any of our services immediately before a trip or holiday where you plan to use your vehicle.** In the rare event of unexpected complications, you may not be able to drive your car away the same day.

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- 3.1 In many cases we can read and write to an ECU through an **ODB (On-Board Diagnostic) port**. This process usually takes approximately 1 hour and 30 minutes to 3 hours. However, **if there is a problem with the port and the ECU has to be removed and the work performed on the bench, the process will take longer and cost more due to the increased labour time involved.** If this situation occurs an Torxtuning representative will discuss the situation before proceeding. Please note that some vehicles cannot be mapped via an ODB Port at all.

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- 4.1 **We try our best to deliver our services within the estimated timeframe.** However, every vehicle has a different history and **sometimes unanticipated challenges arise.** In these cases, the **work may take longer than first thought.** Please consider this when making your booking and any other arrangements regarding transport and the use of your vehicle.

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- 5.1 The maps used by Torxtuning have been **thoroughly tested and produce the range of power or economy gains quoted.** However, please be aware that **these may not be fully achieved if:**

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- There is an **existing mechanical issue** with the vehicle

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- The vehicle's **pre-remap performance outputs are below the manufacturer (or stock) standard**

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- You have **not used a good quality fuel** in your vehicle.

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- 10 Please talk to an Torxtuning representative if you have any questions about these points.

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- 11.1 Please remember that **it is very important that your vehicle is mechanically sound and in a good working condition before remapping it.** Once a new map is put on your vehicle you are likely to be asking more of your vehicle when driving it. Any existing mechanical issues may be exacerbated. Torxtuning is not responsible for fixing existing or underlying mechanical issues. You will also be charged for any additional services you request from us.

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- 12.1 It is important that you **tell us about the following before we start work,** and preferably before confirming your booking:

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- Any **existing mechanical faults**

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- Any **existing ECU faults**

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- If you have an **after-market vehicle alarm fitted** (these can interfere with the ECU) or any other after-market fittings

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- If you have an **add-on tuning box fitted**

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If your vehicle has any **modifications**

If your vehicle has **previously been remapped or tuned** elsewhere, please be aware of our full **Terms and Conditions** relating to these points.

- 2.1 If you find a **suspected fault** following the completion of work by Torxtuning, **please tell us as soon as possible and within a week of collecting your vehicle. Do not let a third party work on or interfere with the ECU or the vehicle itself before coming back to us.** If you or a third party has interfered with the ECU / vehicle then further damage may have been caused, which could result in more serious issues. Torxtuning will no longer be responsible for resolving a suspected fault in such a situation.

2.2

If a Torxtuning agent finds faults within the ECU or obvious mechanical faults with the vehicle prior to tuning which require urgent attention, then the customer will be advised not to go ahead with the remap as these faults may cause further issues. If the customer still insists that their vehicle is safe to be tuned then we must stress that any issues / failure after the remap will not be the responsibility of Torxtuning and we will not be held responsible. Refunds will also not be given.

Our Remap / Tuning / Exhaust Modifications/ DPF / PPF / OPF / CAT / Adblue / EGR Removal / Mileage blocker service is sold for off-road use only. Removal of a DPF / PPF / OPF / CAT / Adblue / EGR will almost invariably make your vehicle illegal for use on a public road. This is not legal advice and if you are unsure if this applies to your vehicle, please seek further advice.

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Mileage Freezers are sold for Track/Off-Road use only.

No warranty is implied for Mileage Blockers Supplied and fitted by us. It is normal to have random warning lights pop up at random times. This is tampering software and no guarantee is given whatsoever.

I confirm that I have:

- Read, understood and agree to the **Terms and Conditions**
- Read and understood the **Points for Consideration**

Signed _____

Print name _____

Vehicle Registration _____

Date _____

Details of Torxtuning Services Requested

(This section will be completed with an Torxtuning representative.)

Vehicle Registration Number: _____

Vehicle Make and Model: _____

Type of service: _____

Price £: _____

Are there **any details regarding the ECU or vehicle to note?** Please list them below. Customers should consider the points set out in the *Terms and Conditions* and *Points to Consider* section.

I confirm that:

- I am requesting the service stated
- I agree to pay the price stated
- I have disclosed all relevant information relating to the ECU / vehicle in accordance with the terms and conditions.

Signed _____

Print name _____

Vehicle Registration _____

Date _____

Notes: